

उत्तर प्रदेश UTTAR PRADESH

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered at Khwaja Moinuddin Chishti Language University, Lucknow on this Tuesday of 08th March, 2022 by and between:

Khwaja Moinuddin Chishti Language University, Lucknow established/ constituted under the under U.P State Universities (Amendment) Act., having its registered/ principal office at Sitapur-Hardoi Bypass Road, Lucknow represented through Finance Officer (Authorized Signatory) (hereinafter referred to as the "**University**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of **ONE PART**;

AND

HDFC BANK LIMITED, a banking company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949, having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 and represented through its branch situated at C.P.-6 Vikrant Khand, Gomti Nagar, Lucknow (hereinafter referred to as the "**Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**.





The Bank and the Department shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. HDFC Bank is engaged in the business of providing banking and other financial services;
- B. The "University" is proposing to roll out a technology solution for digitizing various processes and/or services in its various departments/sections/entities et al including, without limitation, for disbursement of funds, and/or various types of collections . The specific project is <details to be completed as per the specific scope of digitization>
- C. Considering the Bank's presence in the banking and financial industry for more than two decades, the "University" has approached the Bank to provide its various digital payments and digital banking solutions and also to provide assistance to the "University" in identifying service providers/technology partners engaged in the business of development of software technology with which the Bank's digital banking and payment products can be integrated (where applicable and relevant) ("**Third Party Service Provider(s)**"), to enable the "University" to avail various facilities from the said technology services providers ("**Third Party Services**") for the purpose of the project described in Recital C above;
- D. To record the aforesaid understanding, the Parties have agreed to execute this MOU on the terms and conditions more particularly mentioned herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. TERM :

The MOU shall be effective from 08th March, 2022 and shall unless terminated in pursuance of clause 5, remain valid and in force provided that, there shall be a lock in period of 12 months for the "University" within which it shall not be entitled to terminate the MOU.

2. SCOPE OF THE MOU & ROLES AND RESPONSIBILITIES OF THE PARTIES:



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Handwritten signature and a circular stamp.

- 2.1 The Bank shall offer and provide to the "University" its various digital payment and digital banking products as mutually agreed between the Parties which shall include, without limitation, payment gateway services, cash management solutions, provision of general banking facility including, without limitation, opening various accounts for collections and disbursements of funds related to the department functions, opening of escrow accounts, nodal account and the Bank shall be the preferred banker of the "University" .
- 2.2 The Bank has agreed to assist the "University" in identifying Third Party Service Providers in accordance with the terms hereof.

3. REPRESENTATIONS AND WARRANTIES BY THE PARTIES :

Each of the Parties represents and warrants to the other as under:

- a. It is duly organized, validly existing and in good standing, under the laws of the jurisdiction of its incorporation;
- b. It has all the requisite power and authority to execute, deliver and perform its obligations under these presents and to comply with the terms and conditions contained herein;
- c. These presents have been validly executed and delivered and constitute a legal, valid and binding obligation of such Party.

4. CONFIDENTIALITY

4.1 This clause shall survive the termination or expiry of the MOU.

4.2 Both Parties hereto shall protect all confidential information of the other Party which is in their possession or which may come during the course of MOU.

4.3 The confidential information shall not include following information:

- (a) If the recipient can show that the confidential information received from the disclosing party is or has become generally available to the public through no violation of the terms of this MOU;
- (b) if such confidential information is in a written record in the recipient's files prior to receipt from the disclosing party, subject to the recipient having legally obtained such confidential information;
- (c) if the recipient at any time lawfully obtains such confidential information in writing from a third party under circumstances permitting its disclosure except where such disclosure is made under obligations of secrecy or confidentiality; or

(d) if such confidential information is disclosed with the prior written consent of the disclosing party, provided that any disclosure complies in all respects with the terms of such written consent.

5. TERM AND TERMINATION

5.1 Subject to Clause 1, the "University" shall be entitled to terminate the MOU for convenience upon 30 days' notice in writing being served on the Bank whereas, the Bank shall be entitled to terminate the MOU for convenience at any time, by serving a notice of 30 days' in writing on "University".

5.2 The expiry or termination of this MOU shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

5.3 Upon termination of the MOU, the Bank shall cease to assist the "University" in facilitating the services covered under this MOU. The "University" agrees that, it shall not avail the services from the Third Party Service Provider identified by the Bank in pursuance of this MOU from the date of termination of the MOU.

6. INDEMNITY:

The "University" agrees to indemnify the Bank and its directors, officers, agents, employees or representatives ("Indemnified Parties"), for any loss or liability or any claims, damages, fines, penalties, losses, costs and expenses, including attorneys' fees incurred by the Bank as a result of entering into this MOU including, without limitation, in the following cases:

- (a) breach of any representation or warranties on part of the "University" ; or
- (b) breach of any applicable laws on part of "University" ; or
- (c) due to the gross negligence or willful misconduct on part of the "University" ; or
- (d) any third party liability incurred by the Indemnified Parties attributable to the acts, deeds or things on part of the "University".

7. DISCLAIMERS:

7.1 Without prejudice to any other provisions of this MOU, the Bank shall not be liable to the Department/Entity for any loss or damage whatsoever or however caused or arising, whether directly or

indirectly, in connection with this MOU including, without limitation, any loss or damage arising from:

- (a) Any interruption or stoppage in the work performed by the Bank;
- (b) Any inaccurate or faulty message received by the Bank in course of processing of a Transaction;

7.2 The Bank does not represent that the services to be provided by the Bank will be provided uninterrupted, or that it will be free from errors; provided that the Bank will make an endeavor to take all the necessary precautions to ensure that, there are no errors on part of the Bank while rendering the services.

7.3 The Bank is only at the request of the "University" providing assistance in identifying a Third Party Service Provider and is not in any manner recommending, referring or otherwise guaranteeing the performance of the Third Party Services. The "University" should engage the Third Party Service Provider based on its own independent evaluation and after undertaking all necessary diligence.

7.4 The Bank shall in no manner be responsible or liable for any obligations, performance, risks or costs associated with the Third Party Services which shall be provided solely by the Third Party Service Provider based on the terms and conditions, if any, between such Third Party Service Provider and the "University".

7.5 The "University" agrees that the Bank shall only provide the mutually agreed digital payment and digital banking products and assistance in identifying the Third Party Service Provider to the Entity and shall not be responsible for the acts, omissions, breaches/defaults of the Third Party Service Provider and/or any other risks or liabilities associated with the provision or availing of the Third Party Services.

8. NOTICES

8.1 All notices, approvals, instructions, demand and other communication given or made under this MOU shall be in writing and may, be given by facsimile, electronic mail, personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its address or email set out below (or such other address or email as the addressee has by 5 (Five) calendar days' prior written notice specified to the other Party):

University : Khwaja Moinuddin Chishti Language University, Lko.
Attn. : Finance Officer
Address : Sitapur-Hardoi Bypass Road, Lucknow

43791

Bank : HDFC Bank Ltd.
Attn. : Branch Manager
Address : CP-6, Vikrant Khand, Gomti Nagar, Lucknow - 226010

8.2 Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail, 5 (Five) calendar days after posting; (ii) if given by personal delivery at the time of delivery; and (iii) if given or made by email, upon receipt of an email delivery report confirming receipt by the other Party; provided however that, email shall be immediately on the same day followed by a copy of the notice by a reputable overnight courier.

9. GOVERNING LAW, JURISDICTION AND ARBITRATION

This MOU shall be governed by, and construed in accordance with, the laws of India. The Parties agree that if the process of the courts is required to be invoked for enforcement of provisions of this MOU, then the competent courts and tribunals in Mumbai, India shall have exclusive jurisdiction to adjudicate any dispute or difference by and between the Parties.

10. RELATIONSHIP OF PARTIES

This MOU is being entered into on a principal to principal basis and nothing contained in this MOU shall be deemed to create any partnership, agency, employment and/ or joint venture of/ with the other Party or the representatives of the other Party.

11. COUNTERPARTS

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. AMENDMENTS

All amendments or supplements to the terms of this MOU can be made only in writing duly signed by each Party.

13. EXECUTION OF PRODUCT SPECIFIC TERMS AND CONDITIONS AND AGREEMENT BY THE DEPARTMENT:

The "University" agrees that this MOU is broad framework arrangement between the Parties and the MOU shall be subject to application form and/ or the terms and conditions or other agreement

as may be specified by the Bank for availing the specific banking product/services ("**Specific Terms and Conditions**"). In the event of any conflict between the provisions of the MOU and Specific Terms and Conditions, the Specific Terms and Conditions shall prevail over this MOU to the extent of such inconsistency. The Specific Terms and Conditions applicable to any specific banking product/ service may be accepted by the "University" by executing the same with the Bank or by beginning to avail the relevant services. The Specific Terms and Conditions applicable to any specific banking product/ service shall become applicable on the acceptance thereof in either of the aforesaid modes.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by the
within named
KHWAJA MOINUDDIN CHISHTI
LANGUAGE UNIVESRITY,
LUCKNOW
by the hand of Mr. Praveen Kumar
Tripathi
Authorized Representative
Department

SIGNED AND DELIVERED by the
within named
HDFC BANK LIMITED
Being the Bank above named
by the hand of Mr. Anurag Rai
authorized representative of the
Bank

Witness : _____

Witness : _____


A3791


Finance Officer
Khwaja Moinuddin Chishti
Language University
Lucknow